



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re United States Patent Application of:)	Docket No.:	4245-107
)		
Applicants:)	Confirm. No.:	Not yet assigned
)		
Serial No.:)	Group Art Unit:	Not yet assigned
)		
Date Filed:)	Examiner:	Not yet assigned
)		
Title:)	Customer No.:	
)		
APPARATUS AND METHOD)		
FOR STORING PROTEINS)		

23448

**PETITION FOR ACCEPTANCE OF DECLARATION AND POWER OF ATTORNEY
EXECUTED BY ASSIGNEE ON BEHALF OF NON-SIGNING INVENTOR UNDER 37
C.F.R. § 1.47(b) IN U.S. PATENT APPLICATION NO. 10/540,042**

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Your Petitioner, Spin'Tech Engineering GmbH, as successor-in-interest to Spinox Limited, now called Oxford Biomaterials Ltd (hereafter referred to, jointly and severally, as "STE") hereby petitions for acceptance of the enclosed Declaration and Power of Attorney, executed by assignee on behalf of non-signing co-inventor Larissa Pinnock, under the provisions of 37 CFR §1.47(b), based on the following statement of facts:

1. Larissa Pinnock (the "non-signing inventor") has with co-inventor David Philip Knight made an invention of the subject matter which is described and claimed in U.S. Patent Application No. 10/540,042, filed on June 22, 2005, and for which a patent is sought on the invention entitled, "**APPARATUS AND METHOD FOR STORING PROTEINS.**"
2. The non-signing inventor has assigned all of her rights, title and interest in the aforementioned U.S. Patent Application No. 10/540,042 to STE. STE is the assignee of Larissa Pinnock's entire right, title and interest in said invention, subject matter,

BEST AVAILABLE COPY

MR

and U.S. Patent Application No. 10/540,042 by virtue of a 2002 Employment Agreement between Spinox Ltd and Larissa Pinnock (née Larissa Bucksey), a copy of which is attached herewith in Appendix A, under the provisions of Section 8 ("INTELLECTUAL PROPERTY") thereof.

3. The filing and prosecution of U.S. Patent Application No. 10/540,042 is, and at all times has been, necessary to preserve the rights of assignee STE.
4. Assignee STE through its agent, [Attorney Robert Harrison contacted Larissa Pinnock by letter of November 3, 2004, to request her execution of a declaration for a United States patent application] to be filed based on International Patent Application No. PCT/EP2003/014786. A copy of such November 3, 2004 letter is attached (Appendix B).
5. [Larissa Pinnock responded to such November 3, 2004 letter by correspondence dated December 17, 2004 communicating her refusal to sign such declaration.]
6. Attached (Appendix C) is a copy of a resolution of the Board of Directors of STE declaring that STE's agent, [Attorney Robert Harrison, has made proper request of Larissa Pinnock for document execution for U.S. Patent Application No. 10/540,042 pursuant to said 2002 Employment Agreement between Spinox Ltd and Larissa Pinnock (née Larissa Bucksey), that such request was refused by Larissa Pinnock, and that Nicholas Skaer, CEO of Oxford Biomaterials Ltd, is authorized by the Board as an officer of Oxford Biomaterials Ltd to execute all documents on behalf of Larissa Pinnock for U.S. Patent Application No. 10/540,042, as may be required to effectuate said Employment Agreement and to perfect STE's ownership of U.S. Patent Application No. 10/540,042, and the invention and subject matter thereof, and as may be necessary to comply with requirements of the United States Patent and Trademark Office applicable to U.S. Patent Application No. 10/540,042, including, without limitation, the execution of Declaration and Power of the Attorney documents, and the execution of Assignment documents, for said U.S. Patent Application.
7. The last known address of Larissa Pinnock is as follows:

23 St. Davids Road
Newbury
Berks RG14 5PS
England

It therefore is requested that the U.S. Patent and Trademark Office accept and grant this "PETITION FOR ACCEPTANCE OF DECLARATION AND POWER OF ATTORNEY EXECUTED BY ASSIGNEE ON BEHALF OF NON-SIGNING INVENTOR UNDER 37 CFR §1.47 (b) IN US PATENT APPLICATION NO. 10/540,042."

The petition fee set forth in 37 CFR §1.17(g) in the amount of \$200.00 is enclosed in the form of a credit card authorization form authorizing charging of such amount to the credit card specified therein. Authorization also is given to charge any deficiency and to credit any excess payment to Deposit Account No. 08-3284 of Intellectual Property/Technology Law.

If therefore is requested that the present Petition be granted, as aforesaid.



Respectfully submitted,

Spin'Tech Engineering GmbH

By: 

Name: Dr. Michael Rheinnecker

Title: CEO

Date: 12. April 2006



APPENDIX A



Exhibit A

Dated 4.5.02

SPINOX LIMITED

and

Ms. Larissa Bucksey

EMPLOYMENT AGREEMENT

Barlow Lyde & Gilbert

Beaufort House 15 St Botolph Street London EC3A 7NJ Telephone +44 (0) 20 7247 2277 Fax +44 (0) 20 7643 8504
4420 Nash Court Oxford Business Park Oxford OX4 2RU Telephone +44 (0) 1865 336620 Fax +44 (0) 1865 336611
Website www.blg.co.uk DX 153 London CDE for London office, DX 45404 Cowley for Oxford office



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THIS AGREEMENT is made on

BETWEEN:

- (1) **SPINOX LIMITED** company number 4308175 whose registered office is at 4420 Nash Court, Oxford Business Park, Oxford, OX4 2RU (the "Company"); and
- (2) **Larissa Bucksey** of 23 St David's Road, Newbury, Berkshire, RG14 5PS.
(the "Employee").

IT IS AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement, unless otherwise provided, the following words have the following meanings:

Board: the board of directors for the time being of the Company including any committee of the Board appointed by it;

Holiday Year: 1 January to 31 December;

Intellectual Property:

- (i) patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and e-mail address names), unregistered trade marks and service marks, copyrights, design rights and rights in semiconductor topographies, moral rights, rights in performances (as set out in part II Copyright Designs and Patents Act 1988), database rights, rights in know-how and designs and inventions;
- (ii) rights of the equivalent or similar effect or nature to those in paragraph (i); and
- (iii) rights under licences, consent orders, statutes or otherwise in relation to a right in paragraphs (i) or (ii)

in each case in any jurisdiction where any of the above may exist;

Working Day: a day other than a Saturday or Sunday or the usual English public or bank holidays.

- 1.2 This Agreement contains the entire and only agreement and understanding between the parties and supersedes any subsisting agreements, arrangements and understandings (written or oral) relating to the employment of the Employee with the Company and any such agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent.

2

APPOINTMENT AND TERM

2.1

The Company shall employ the Employee and the Employee shall serve the Company as Laboratory Technician of the Company on the terms and conditions set out in this Agreement.

2.2

It is a condition of this Agreement that the Employee continues to hold the following qualification of a degree.

2.3

The Employee's employment shall begin on Monday 10th of June 2002 which shall be the start of his period of continuous employment for statutory purposes.

2.4

The Employee's employment is subject to a probationary period of up to 3 months during which time the Employee's performance and conduct will be carefully appraised and monitored. During the probationary period the Company reserves the right to terminate the employment at any time by giving one week's written notice or payment in lieu.

2.5

The contract is for three months commencing Monday 10th of June 2002 .

2.6

The Employee may terminate this Agreement by giving the Company four weeks' notice.

2.7

Where notice is served to terminate the Employee's employment by either party the Company may in its sole discretion terminate the employment at any time and with immediate effect by making the Employee a payment in lieu of the notice period (or, if applicable, the remainder of the notice period) equivalent to the salary and benefits payable to the Employee, such payment will be subject to income tax and national insurance contributions.

2.8

The Employee acknowledges that the circumstances of his employment are such that Inventions and other Intellectual Property might reasonably be expected to result from carrying out his normal duties.

3

PLACE OF WORK

3.1

The Employee's normal place of work is the Company's place of business at [].

3.2

The Employee may be required to work at any other office or establishment of the Company within reasonable travelling distance.

4

OBLIGATIONS DURING EMPLOYMENT

4.1

The Employee will perform such duties appropriate to his position as his supervisor shall assign to him.

4.2

The Employee will devote the whole of his time, attention and abilities during normal hours of work for the Company and such additional hours as may be necessary to his duties for the Company.

- 4.3 Regulation 4(1) Working Time Regulations 1998 (the "Regulations") limits the average working week (calculated in accordance with the Regulations) of each worker to a maximum of 48 hours. The Employee consents to working on average more than 48 hours per week should this be necessary to properly perform his duties, but he may withdraw that consent at any time by giving his supervisor not less than three months' written notice.

5 **REMUNERATION**

The Company shall pay to the Employee an annual salary (which shall accrue from day to day) of £ 17,000 (less deductions for income tax and national insurance). Salaries are paid monthly in arrears by credit transfer on the Company's normal payday.

6 **HOLIDAYS**

- 6.1 The Employee shall be entitled to 30 Working Days' paid holiday each Holiday Year in addition to the usual English public and bank holidays.
- 6.2 In the years in which employment commences and terminates, holiday entitlement shall be calculated at the rate of 1/12th of the annual entitlement for each complete calendar month of service rounded down to the nearest full day.
- 6.3 Holiday dates must be agreed in writing in advance by the Employee's supervisor. Unused holiday entitlement may not be carried forward from one year to the next without the supervisor's prior written consent.
- 6.4 Upon termination of employment, the Employee shall be entitled to be paid in lieu of any accrued unused holiday entitlement provided that the Company may require the Employee to use up such entitlement during any period of notice. The Employee may be required to repay the Company for holiday taken in excess of the accrued entitlement on termination. Any sum so due may be deducted from any money owing to him upon termination.

7 **SICKNESS AND INCAPACITY**

- 7.1 If the Employee is unable to work because of sickness or injury, then on the day he returns to work he must complete a certificate of absence, stating why he was unable to work.
- 7.2 If the Employee is absent because his sickness or injury continues for more than seven days (including weekends), then he must provide the Company with a medical certificate by the eighth day of his absence. Further medical certificates must be provided as each one expires.
- 7.3 If the Employee is unable to work because of sickness or injury then it is his responsibility to notify his supervisor by telephone as soon as he falls sick and he knows that he will be unable to attend work. He must then regularly update his supervisor throughout his absence by telephone or by post. Then, on the day he returns to work, he must complete a certificate of absence, stating why he was unable to work.

- 7.4 During the first month's absence in any period of twelve months the Employee will be entitled to his full salary inclusive of statutory sick pay. For statutory sick pay purposes, the Employee's qualifying days are Monday to Friday.
- 7.5 After the first month's absence in any period of twelve months, salary in addition to the Employee's entitlement to statutory sick pay will be at the Company's sole discretion.
- 7.6 If the Employee is unable to work because of injuries for which he is entitled to compensation from a third party or from the Company, all payments of salary and sick pay during his absence are loans (even though as an interim measure income tax and national insurance contributions are deducted) which must be repaid to the extent that he recovers compensation for loss of earnings.
- 7.7 The Company may require the Employee at any time to submit himself to a medical examination by a doctor nominated by the Company. The Company will pay for any such examination.

8 INTELLECTUAL PROPERTY

- 8.1 In this clause the following definitions apply:

- 8.1.1 "Inventions" means inventions, computer programs, discoveries, improvements, modifications, techniques, processes, methods, prototypes, models, formulae, sketches, schematics, plans, drawings, circuit diagrams, specifications, manuals and instructions (whether or not patentable or protectable by a registered right in any part of the world);
- 8.1.2 "Copyright" means copyright, database rights, unregistered design rights and all other similar rights in any part of the world;
- 8.1.3 "Know-How" means all information relating to Inventions and all other technical information, in each case whether written or unwritten and whether in machine readable form and whether stored electronically or otherwise;
- 8.1.4 "Intellectual Property" means patents, utility models, registered designs and registered trade marks, applications for such rights and the right to make such applications, Inventions, Copyright, Know-How and similar rights in any part of the world.

- 8.2 The Employee agrees that the Company shall own absolutely free from encumbrances all Inventions made, discovered or created by him at or outside his normal place of work:

8.2.1 in the course of his normal duties under this Agreement; or

8.2.2 outside his normal duties under this Agreement but which were specifically assigned to him; or

8.2.3 during the course of his duties even if his normal duties do not include creating Inventions, because the nature of his duties and responsibilities means he has a special obligation to further the interests of the Company.

8.3 Irrespective of the termination of this Agreement, the Employee shall promptly give the Board full details of all Know-How which he created during his employment which may be of benefit to the Company. If any of the Know-How relates to an Invention which vests in the Employee by virtue of section 39 of the Patents Act 1977 the Company shall keep the information confidential until it enters the public domain or the Employee authorises its disclosure.

8.4 The Employee shall record each day the work which he has done in a book which the Company shall provide, sign the book each day and have his signature witnessed.

8.5 The Employee agrees that all Copyright in any materials created by him in the course of his Employment shall vest in the Company, and he hereby assigns to the Company by way of present and future assignment any such rights which do not so vest for any reason whatsoever in the Company. The Employee waives all moral rights in all such Copyright vesting in or assigned to the Company.

8.6 The Employee agrees to collaborate only with other employees of the Company or as the Company directs to make or create the Intellectual Property vesting in or assigned to the Company under this Agreement.

8.7 The Employee agrees, during and after his employment at the Company's expense, to do all such acts and things including without limitation executing documents, as the Board may request, in respect of the Intellectual Property vesting in or assigned to the Company under this Agreement, to enable the Company to:

8.7.1 apply for any registered rights in such Intellectual Property;

8.7.2 be effectively vested with such Intellectual Property; and

8.7.3 obtain, maintain, defend and enforce such Intellectual Property.

The Employee hereby irrevocably appoints the Company to be his attorney to do all such acts and things as the Board may request for the purposes stated in this clause.

8.8 Prior to the Company being enabled under the clause above, the Employee shall hold in trust for the Company any rights he owns in the Intellectual Property mentioned in that clause.

8.9 The Employee shall not do or omit to do anything which will or may result in imperilling the Intellectual Property vesting in or assigned to the Company under this Agreement, including without limitation publishing any of it.

9 CONFIDENTIALITY

- 9.1 Without prejudice to his common law duties, the Employee shall not (other than in the proper performance of his duties or with the prior written consent of the Board or unless ordered by a court of competent jurisdiction) at any time either during the continuance of his employment or after its termination disclose or communicate to any person or use for his own benefit or the benefit of any person other than the Company any confidential information which may come to his knowledge in the course of his employment and the Employee shall during the continuance of his employment use his best endeavours to prevent the unauthorised publication or misuse of any confidential information provided that such restrictions shall cease to apply to any confidential information which may enter the public domain other than through the default of the Employee.
- 9.2 All notes and memoranda of any trade secret or confidential information (including copies) concerning the businesses of the Company or any of its suppliers, agents, distributors, customers or others which shall have been acquired, received or made by the Employee during the course of his employment shall be the property of the Company and shall be surrendered by the Employee to someone duly authorised in that behalf at the termination of his employment or, at the request of the Board at any time during the course of his employment.
- 9.3 For the avoidance of doubt and without prejudice to the generality of clause 9.1, the following is a non-exhaustive list of matters which in relation to the Company are considered confidential and must be treated as such by the Employee:
- 9.3.1 any trade secrets of the Company;
 - 9.3.2 any information in respect of which the Company is bound by an obligation of confidence to any third party;
 - 9.3.3 marketing strategies and plans;
 - 9.3.4 customer lists and details of contacts with or requirements of customers;
 - 9.3.5 information which has been supplied in confidence by clients/customers or suppliers;
 - 9.3.6 any invention, technical data, know-how or other manufacturing or trade secrets of the Company and its clients/customers;
 - 9.3.7 any other information made available to the Employee which is identified as being of a confidential nature.
- 9.4 By signing this Agreement the Employee consents:
- 9.4.1 to the Company holding and processing any information about him which he may provide to the Company or which it may acquire as a

result of his employment providing such use is in accordance with the Data Protection Act 1998;

9.4.2 to the Company holding and processing any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to him (including, for example, information relating to his health or racial or ethnic origin); and

9.4.3 to the transfer of all or any part of the information that the Company holds relating to him outside the European Economic Area.

10 TERMINATION OF EMPLOYMENT

10.1 This Agreement may be terminated by the Company by notice with immediate effect if the Employee:

10.1.1 commits any serious or persistent breach of any of the terms, conditions or stipulations contained in this Agreement;

10.1.2 is guilty of any serious negligence or gross misconduct in connection with or affecting the business or affairs of the Company for which he is required to perform duties;

10.1.3 is guilty of conduct which brings or is likely to bring himself or the Company into disrepute;

10.1.4 is convicted of a criminal offence punishable by imprisonment (other than an offence under road traffic legislation in the United Kingdom or elsewhere for which a non-custodial penalty is imposed);

10.1.5 becomes of unsound mind or a patient under any statute relating to mental health; or

10.1.6 is guilty of a serious breach of any rules issued by the Company relating to the use of information technology, computer systems, email and the Internet.

10.2 Upon the termination of his employment (for whatever reason and howsoever arising) the Employee shall:

10.2.1 not take away conceal or destroy, but shall immediately deliver up to the Company, all documents relating to the business or affairs of the Company or any of its clients/customers, shareholders, employees, officers, suppliers, distributors and agents (and the Employee shall not be entitled to retain any copies or reproductions of any such documents) together with any other property belonging to the Company which may then be in his possession or under his control;

- 10.2.2 not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company nor represent himself or permit himself to be held out as being in any way connected with or interested in the business of the Company (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements); and
- 10.2.3 immediately repay all outstanding debts or loans due to the Company and the Company is hereby authorised to deduct from any wages (as defined by section 27 Employment Rights Act 1996) of the Employee a sum in repayment of all or any part of any such debts or loans.

11 DISCIPLINARY PROCEDURE

- 11.1 This procedure is designed to clarify the rights and responsibilities of the Company and employees in relation to disciplinary action. The purpose of the procedure is to help an employee whose conduct or performance is unsatisfactory.
- 11.2 In order to investigate a complaint against the Employee of misconduct, the Company is entitled to suspend him on full pay for so long as may be necessary to carry out a proper investigation and, if necessary, decide upon the appropriate disciplinary action.
- 11.3 Disciplinary action will be taken for breaches of Company rules which do not amount to serious misconduct. Examples are poor time keeping; absenteeism; lateness; insubordination; leaving the place of work without permission or before time; bad workmanship; wastefulness; failing to meet proper safety standards. This is not an exhaustive list. If the Company decides that disciplinary action is appropriate, the procedure will be as follows:
 - Stage 1 - oral warning
 - Stage 2 - written warning
 - Stage 3 - dismissal.
- 11.4 A note or copy of the warning will be entered on the Employee's personnel record but an oral warning will be cancelled after six months and a written warning cancelled after two years if his subsequent conduct proves satisfactory.
- 11.5 If the Employee disagrees with any disciplinary action taken against him, he may raise it with his superior within three working days. His decision will be final.

12 GRIEVANCE PROCEDURE

- 12.1 If the Employee has any grievance in relation to his employment he may raise it in writing with the Board whose decision shall be final.

13 **NOTICES**

- 13.1 Any notice or other communication given under this Agreement shall be in writing and shall only be served by first class post.
- 13.2 Unless there is evidence of earlier delivery, a notice or other communication shall be deemed given:
- 13.2.1 two Working Days after the date of posting.
- 13.3 In proving service by first class post, it shall be sufficient to prove that the envelope containing the notice was correctly addressed, postage paid and posted.

14 **MISCELLANEOUS**

- 14.1 The Company shall be entitled upon giving reasonable notice to the Employee at any time during the Employee's employment to set off and/or make deductions from the Employee's salary or from any other sums due to the Employee from the Company in respect of any overpayment of any kind to the Employee or in respect of any debt or other sum due from him to the Company.
- 14.2 This Agreement is governed by and shall be construed in accordance with English law and the parties to this Agreement hereby submit to the exclusive jurisdiction of the English courts.
- 14.3 The Company will take all reasonable practicable steps to ensure the Employee's health, safety and welfare while at work. The Employee must familiarise himself with the Company's Health and Safety policy and its Safety and Fire rules. It is also the Employee's legal duty to take care of his own health and safety and that of his colleagues.

EXECUTED as a deed by
SPINOX LIMITED
acting by:

} DP Knight 10.06.02

Director

Director/Secretary

DP Knight

EXECUTED as a deed by Larissa Bucksey
[Larissa Bucksey]
in the presence of:

Witness name: J.T. Wild

Signature: J. Col

Address: 37 MIDDLE

CLOSE, NEWBURK

BERKS RS 146HR



APPENDIX B

rouse patents

Your ref:

Our ref: SPE 00255/WO S4887-00009 and SPI00118/WO S4868-00010

03 November 2004

Larissa Pincock
23 St. David's Road
Newbury
Berkshire
RG14 5PS

International Patent Application No. PCT/EP2003/014786
Applicant: Spinox Limited
and International Patent Application No. PCT/EP2003/14787
Applicant: Spin'tec Engineering GmbH (formerly Spinox Limited)

Dear Larissa,

You will remember that during your employment at Spinox you contributed to two patent applications. I am pleased to say that these patent applications have now been published and I enclose a copy for your records. You are, of course, free to mention these applications in a publication list or in your CV. I shall also keep you informed of the progress of the applications and send copies of the granted patents for your reference.

For the patent applications in the United States, we need you to sign a declaration that you have read and understood the applications. You also declare that you know of no other publications which are relevant to the patentability of the two patent applications. I enclose two copies of the form (one for each patent application) that need to be signed and would be grateful if you would sign and date it in the appropriate place (indicated with a post-it note).

Please return the forms to me as soon as possible. I have also enclosed a stamped and addressed envelope for your convenience.

Please do not hesitate to phone or e-mail me if you have any questions.

Yours sincerely



Robert Harrison
E-Mail: rharrison@iprights.com
Tel: 00 49 89 2421 8208

Enclosures: - Copy of PCT Publication No. WO 2004/057069
- Copy of PCT Publication No. WO 2004/057068
- TWO Declarations for PCT Applications (Please sign both)
- SAE

Chartered Patent Agents · European Patent Attorneys

Rouse & Co. International (Patents) Ltd
Reg. No. 3964434 VAT No. GB 722026178

A subsidiary of Rouse & Co. International Ltd

Windanr House
Cornwall Road
Harrogate
HG1 2PW
United Kingdom

Phone +44 (0)1423 850 800
Fax +44 (0)1423 850 809
Email harrogate@iprights.com
Web www.iprights.com

Offices Harrogate London Munich Oxford

Sheet No.

Box No. VIII (iv) DECLARATION: INVENTORSHIP (only for the purposes of the designation of the United States of America)
The declaration must conform to the following standardized wording provided for in Section 214; see Notes to Boxes Nos. VIII, VIII (i) to (v) (in general) and the specific Notes to Box No. VIII (iv). If this Box is not used, this sheet should not be included in the request.

**Declaration of Inventorship (Rules 4.17(iv) and 51b5.1(a)(iv))
 for the purposes of the designation of the United States of America:**

I hereby declare that I believe I am the original, first and sole (if only one inventor is listed below) or joint (if more than one inventor is listed below) inventor of the subject matter which is claimed and for which a patent is sought.

This declaration is directed to the International application of which it forms a part (if filing declaration with application).

This declaration is directed to International application No. PCT/EP2003/014787 (if furnishing declaration pursuant to Rule 26ter).

I hereby declare that my residence, mailing address, and citizenship are as stated next to my name.

I hereby state that I have reviewed and understand the contents of the above-identified International application, including the claims of said application. I have identified in the request of said application, in compliance with PCT Rule 4.10, any claim to foreign priority, and I have identified below, under the heading "Prior Applications," by application number, country or Member of the World Trade Organization, day, month and year of filing, any application for a patent or inventor's certificate filed in a country other than the United States of America, including any PCT international application designating at least one country other than the United States of America, having a filing date before that of the application on which foreign priority is claimed.

Prior Applications: GB.0229993.1 filed 23 December 2002

I hereby acknowledge the duty to disclose information that is known by me to be material to patentability as defined by 37 C.F.R. § 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the PCT international filing date of the continuation-in-part application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Name: PINNOCK, Lorraine

Residence: 23 St David's Road, Newbury, Berkshire, RG14 5PS, UK
 (city and either US state, if applicable, or country)

Mailing Address:

Citizenship: Russian

Inventor's Signature:
 (if not contained in the request, or if declaration is corrected or added under Rule 26ter after the filing of the international application. The signature must be that of the inventor, not that of the agent)

Date:
 (of signature which is not contained in the request, or of the declaration that is corrected or added under Rule 26ter after the filing of the international application)

Name:

Residence:
 (city and either US state, if applicable, or country)

Mailing Address:

Citizenship:

Inventor's Signature:
 (if not contained in the request, or if declaration is corrected or added under Rule 26ter after the filing of the international application. The signature must be that of the inventor, not that of the agent)

Date:
 (of signature which is not contained in the request, or of the declaration that is corrected or added under Rule 26ter after the filing of the international application)

☐ This declaration is continued on the following sheet, "Continuation of Box No. VIII (iv)".

APPENDIX C

Exhibit C

**RESOLUTION OF THE BOARD OF DIRECTORS
OF SPIN' TECH ENGINEERING GMBH ,
AS SUCCESSOR-IN INTEREST TO
SPINOX LIMITED, NOW CALLED OXFORD BIOMATERIALS LTD.**

It hereby is resolved and declared by the Board of Directors of Spin' Tech Engineering GmbH, as successor-in interest to Spinox Limited, now called Oxford Biomaterials Ltd. (hereafter referred to, jointly and severally, as "STE"), that STE's agent, Attorney Robert Harrison, has made proper request of Larissa Pinnock for document execution for U.S. Patent Application No. 10/540,042 pursuant to said 2002 Employment Agreement between STE and Larissa Pinnock (née Larissa Bucksey), that such request was refused by Larissa Pinnock, and that Nicholas Skaer, CEO of Oxford Biomaterials Ltd., is authorized by the Board as an officer of Oxford Biomaterials Ltd. to execute all documents on behalf of Larissa Pinnock for U.S. Patent Application No. 10/540,042, as may be required to effectuate said Employment Agreement and to perfect STE's ownership of U.S. Patent Application No. 10/540,042, and the invention and subject matter thereof, and as may be necessary to comply with requirements of the United States Patent and Trademark Office applicable to U.S. Patent Application No. 10/540,042, including, without limitation, the execution of Declaration and Power of the Attorney documents, and the execution of Assignment documents, for said U.S. Patent Application.

Board of Directors of SpinTec Engineering GmbH

Ludwigsburg, 12. April 2006
Location, Date

By: 
Name: Michael Mayer
Title: Chairman of the Board of Directors of Spintec Engineering GmbH

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